

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

JOSEPH PAUL SIMCOX,

Petitioner,

v.

CLAIRE M. SIMCOX

Respondent.

CASE NO. 1:07CV0096

JUDGE BOYKO

AGREED PROTECTIVE ORDER

WHEREAS, discovery in the above-entitled action is taking place and may involve the production of sensitive and confidential information relative to the minor children of Claire Simcox and Joseph Paul Simcox to Recipient (hereinafter referred to as the "Minor Children") and/or other information which the producing person considers to be sensitive, confidential, personal, proprietary and/or protected by statutory or other legal privilege, IT IS HEREBY ORDERED THAT:

1. Unauthorized disclosure or misappropriation of such information will cause irreparable harm to the Minor Children.
2. "Information" will mean any and all information or data whether in written, oral, visual, electronic, magnetic or other form (including without limitation books, records, charts, computer programs, lists, drawings, and data files) relating to the school and/or education records, medical records or other personal and sensitive information regarding the Minor Children. Such Information shall, wherever practical, be marked "Confidential."
3. The Recipient will use the Information solely in conjunction with the Action, including but not limited to admitting the Information in Court subject to any order by the Court or agreement by the parties. Recipient shall not use the Information for its own account or gain, except in conjunction with said Action. The Information will not be disclosed to others

without consent, except that such disclosure may be made to Recipient's advisors and consultants as necessary, provided that the advisor or consultant has executed this Agreement via a contract identical to the one attached hereto as Exhibit "A."

4. The Information will be treated by Recipient as confidential, will be handled as Recipient handles its own material of similar character and Recipient will institute or maintain reasonable security procedures designed to prevent either the unauthorized disclosure of the Information to third parties, or the misappropriation of the Information by Recipient or third parties.
5. Recipient acknowledges the Information is confidential and is material to the well-being and best interests of the Minor Children and disclosure to third persons or misappropriation of the Information will cause immediate and irreparable harm to the Minor Children.
6. Recipient acknowledges that the Provider shall be entitled to injunctive relief, in addition to any other remedies available to it, if Recipient violates or breaches this Agreement. Any specific remedy for the Provider upon breach of this Agreement by Recipient set forth herein is in addition to, and not a substitute for, any and all other remedies to which the Provider may be entitled to under law.
7. In the event that Counsel for any party determine to file in or submit to this Court (a) any Confidential Information or information derived therefrom or (b) any papers containing or making reference to such information, such documents shall be filed only in sealed envelopes on which shall be endorsed the caption of these actions and a statement substantially in the following form:

CONFIDENTIAL

This envelope contain documents that are subject to an Order governing discovery and the use of confidential discovery material entered by the Court in this action. The envelope shall not be opened nor the contents thereof displayed or revealed except by Order of the Court. Violation hereof may be regarded as contempt of the Court.

8. Within sixty (60) days after the final judgment entry of the Action, Recipient shall return the Information, along with all copies, whether complete or partial to Provider, provided however, that counsel for Recipient may retain one copy of such information for purposes of the file.
9. The language of this Agreement shall be construed as a whole, in accordance with its fair meaning. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.
10. The interpretation and enforceability of this Agreement and its provisions shall be governed by the law of the State of Ohio.
11. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes all prior or contemporaneous agreements whether written or oral. The Agreement may not be modified, altered or changed, except upon expressed written consent of both Recipient and the Provider.

DATE: 2/15/07

Christopher A. Boyko
JUDGE CHRISTOPHER BOYKO

JOHN D. ZOLNER (0034403)
Attorney for Petitioner **FILED**

Alan N. Hirth
ALAN N. HIRTH (0021953)
KENNEE SWITZER (0039919)
Attorneys for Respondent

FEB 15 2007

CLERK OF COURTS
U.S. DISTRICT COURT, N.D.O.
CLEVELAND

EXHIBIT "A"

As partial consideration for the opportunity to represent/consult/advise Joe Simcox, and to review certain Information (as defined in the Confidentiality Agreement described below), the undersigned, agrees to be bound by the terms of the Confidentiality Agreement entered into on 2-13-2007, 2007 by and between Claire Simcox on behalf of the Simcox Children and Joseph Paul Simcox, on behalf of himself and his representatives and his agents.

Name: 

Atty for Joe
Simcox